

Contract no. 1325

# BOARD OF CHOSEN FREEHOLDERS

## CAPE MAY COUNTY, NEW JERSEY

### RESOLUTION

No. 222-92

RESOLUTION RATIFYING THE 1991-93 CAPE MAY COUNTY PRINCIPAL PROBATION OFFICER'S COLLECTIVE BARGAINING AGREEMENT.

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May, that the agreement negotiated with the Cape May County Principal Probation Officer's Association, for the years 1991-93, providing for salary, hours, wages and working conditions of Cape May County Principal Probation Officers, be and the same is hereby ratified, the same to be in the form attached to this resolution and made a part hereof as Schedule "A".

cc: Honorable Richard J. Williams, A.J.S.C.  
Charles E. McCaffery, Court Administrator  
County Treasurer  
✓Personnel (2)  
County Counsel  
File: Probation/sub file

Offered by

*St. Ralph E. Sheets*

Seconded by

*E. Ralph Evans*

STATE OF NEW JERSEY  
COUNTY OF CAPE MAY

} ss.:

I, Diane E. Rudolph, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 10th day of March 1992

Signed,

*Diane E. Rudolph*

Clerk of the Board.

Roll Call	Ayes	Nays	Abstain	Absent
Mr. Sturm	✓			
Mr. Beyel	✓			
Mr. Jessel	✓			
Mr. Sheets	✓			
Mr. Evans	✓			

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1992-93 CAPE MAY COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT  
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1/15/92

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## ARTICLE I - Agreement

This Agreement is entered into this <sup>20<sup>th</sup></sup> day of FEB 1992, by and between the Assignment Judge for the County of Cape May, New Jersey (hereinafter referred to as the "Judge") and the Cape May County Principal Probation Officers' Association (hereinafter referred to as the "Association").

## ARTICLE II - Recognition

The Judge hereby recognizes the Association and its affiliation with the U.A.W. District #65 as the sole and exclusive representative of the principal probation officers of the Cape May County Probation Department (hereinafter referred to collectively as "principal probation officers") to negotiate matters relating to salaries and terms and conditions of employment.

## ARTICLE III - Salaries

### Section 1

Effective January 1, 1992, and retroactive to that date, principal probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer	\$26,127	\$45,865

### Section 2

Effective January 1, 1992, and retroactive to that date, each principal probation officer shall receive a base salary increase of four and one-half percent (4.5%) added to his/her December 31, 1991 base salary.

### Section 3

Effective January 1, 1993, principal probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer	\$27,303	\$47,929

### Section 4

Effective January 1, 1993, each principal probation officer shall receive a base salary increase of four and one-half percent (4.5%) added to his/her December 31, 1992 base salary.

## ARTICLE IV - Automobiles

As authorized by N.J.S.A. 2A:168-8, a principal probation officer, when designated by the Vicinage Chief Probation Officer or designee to use his/her private vehicle on probation department business, shall be reimbursed at the prevailing county mileage rate of twenty-six cents (\$.26) per mile. A principal probation officer, when designated by the Vicinage Chief Probation Officer or designee to use his/her private vehicle on probation department business, shall be reimbursed at the prevailing county rate of twenty-six cents (\$.26) per mile. Principal probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Vicinage Chief Probation Officer. Forms for this purpose will be furnished by the Vicinage Chief Probation Officer.

**ARTICLE V - Retirement Benefits**

Section 1

Principal probation officers of the Cape May County Probation Department shall receive the same retirement benefits as are provided generally to other employees of the County.

Section 2

Principal probation officers of the Cape May County Probation Department shall be entitled to receive upon retirement a lump sum cash payment equal to fifty percent (50%) of their accrued sick leave credits up to the maximum designated by Chapter 130 of Public Laws of 1973.

**ARTICLE VI - Longevity**

Section 1

The following longevity plan shall be maintained by the Employer which is based upon employee's length of continuous and uninterrupted service with the Employer:

1. Five (5) years of service - two percent (2%) longevity based upon employee's base salary
2. Ten (10) years of service - four percent (4%)
3. Fifteen (15) years of service - six percent (6%)
4. Twenty (20) years of service - eight percent (8%)
5. Twenty-five (25) years of service - ten percent (10%)
6. Thirty (30) years of service - twelve percent (12%)
7. Forty (40) years or more of service - fourteen percent (14%)

Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

Section 2

The parties agree that there shall not be provided a longevity plan to employees hired after May 20, 1988. The above longevity plan shall only apply to employees hired prior to May 20, 1988. The intent of the parties is to provide for the "grandfathering" of longevity for present employees.

**ARTICLE VII - Educational Awards**

Section 1

Principal probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Vicinage Chief Probation Officer and approved by the Judges, shall be entitled to an annual award of \$375. This award shall be prorated where applicable from the date of completion of all the requirements for the degree and submission of satisfactory evidence of such attainment to the Vicinage Chief Probation Officer.

... Probation Department 3

Section 2

The decision of the Vicinage Chief Probation Officer and the Judge as to the fields of study eligible under this Article shall be final and not subject to further approval.

**ARTICLE VIII - Tuition Reimbursement**

Principal probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations.

1. Prior approval, in writing, must be secured from the Vicinage Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Vicinage Chief Probation Officer and the Judge;
3. Principal probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Vicinage Chief Probation Officer;
4. The amount of reimbursement will be fifty (50%) percent of total tuition costs of the approved courses, up to the maximum allotted by the county budget; and
5. The decision of the Vicinage Chief Probation Officer and the Judge is final and shall not be subject to further appeal.

**ARTICLE IX - Supper Allowance**

Principal probation officers who are directed to remain on duty through the supper hour (6:00 p.m.) shall receive a supper allowance of up to \$8.50 based upon the submission of a receipt. Reimbursement of these expenses shall be paid in accordance with the provisions of N.J.S.A. 2A:168-8.

**ARTICLE X - Vacation and Other Leave Credits**

Section 1

Pursuant to R.1:30-5(b), principal probation officers of the Cape May County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, permanent principal probation officers are entitled to the following vacation credits:

<u>Length of Service</u>	<u>Number of Days</u>
1st Year	1 Per Full Month Employed
2nd - 10th Year	12 Annually
11th - 15th Year	15 Annually
16th - 20th Year	17 Annually
21st - 25th Year	20 Annually
25+ Years	25 Annually

Unused vacation credits may be carried into the succeeding year only, subject to departmental and county policy limitations.

Section 2

The principle of seniority shall govern the selection and scheduling of vacation periods provided that there is no disruption of normal operations, as determined by the Vicinage Chief Probation Officer. Seniority in title shall be determined by the length of employment a principal probation officer has served, commencing with the date of permanent appointment in accordance with Civil Service rules and regulations.

Section 3

Principal probation officers shall be entitled to three (3) days administrative leave upon approval of the Vicinage Chief Probation Officer. Administrative leave shall not accumulate, but must be used in the calendar year.

Section 4

Principal probation officers shall be entitled to a maximum of three (3) days bereavement leave in the event of a death in the immediate family upon approval of the Vicinage Chief Probation Officer. The immediate family shall include husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law and grandchildren.

**ARTICLE XI - Sick Leave**

Section 1

Principal probation officers of the Cape May County Probation Department shall receive the same sick leave allowance as is provided generally to other employees of the County. Presently, sick leave with pay shall accrue to any principal probation officer on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

Section 2

Any amount of sick leave allowance not used in any calendar year shall accumulate to the principal probation officer's credit from year-to-year to be used if and when needed for such purposes.

Section 3

The use, recording and accumulation of sick leave shall be consistent with N.J.S.A. 11:24A, Civil Service Rules and Regulations and other appropriate statutes and court rules.

**ARTICLE XII - Holidays**

Principal probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....New Year's Day  
 3rd Monday in January.....Martin Luther King's Birthday  
 February 12th.....Lincoln's Birthday  
 3rd Monday in February.....Washington's Birthday  
 Last Monday in May.....Memorial Day  
 July 4th.....Independence Day  
 1st Monday in September.....Labor Day  
 2nd Monday in October.....Columbus Day  
 November 11th.....Armistice or Veterans' Day  
 4th Thursday in November.....Thanksgiving Day  
 December 25th.....Christmas Day  
 Good Friday and General Election Day

#### Section 2

If any principal probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

#### Section 3

In the event a legal holiday listed in Section 1 of this Article falls on a Saturday, principal probation officers shall receive the preceding Friday off provided prior approval is granted by the Assignment Judge.

### **ARTICLE XIII - Health and Welfare Benefits**

#### Section 1

Principal probation officers shall continue to be provided with all health and welfare benefits presently granted to Cape May County employees generally. The County benefits package includes:

1. Medical and surgical health insurance
2. Major medical coverage
3. Eye care coverage
4. Prescription insurance coverage
5. Life insurance coverage
6. Dental insurance coverage
7. Retirement insurance coverage

If, during the term of this Agreement, Cape May County grants to all County employees any additional health and welfare benefit(s) and such benefit(s) was not made available during the negotiation of this Agreement, then such benefit(s) shall simultaneously be awarded to principal probation officers. If during the term of this Agreement, Cape May County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not made available as a subject of negotiation for this Agreement, the Assignment Judge shall reopen this Article for further negotiation.

#### Section 2

The County of Cape May shall have the right to review and change the Health Benefit insurance coverage during the term of this Agreement as long as the level of coverage provided is comparable or better.

#### Section 3

If any change occurs in the responsibility for payment of premiums related to insurance coverage, the Assignment Judge and the Association shall reopen this Article for further negotiations.



#### ARTICLE XIV - Disability Leave

a. When an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of an Employer-designated physician or physician acceptable to the Employer, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the Employer-designated physician or physician acceptable to the Employer for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

b. Disability payments hereunder shall not be withheld pending receipt by the Employer of the aforementioned certificate, but in no event shall the Employer be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the Employer.

c. During the period in which full salary or wages of an employee on disability leave is paid by the Employer, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the Employer by the insurance carrier or the employee.

d. Whenever the employer-designated physician or the physician acceptable to the Employer shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

e. Any employee on injury leave resulting from injury while on Employer's work shall continue to accrue sick leave credits while he remains on the payroll.

#### ARTICLE XV - Association Business

##### Section 1

The Association shall furnish to the Vicinage Chief Probation Officer the names of one principal probation officer who is to be designated as Association steward for the purpose of handling grievances.

##### Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed one employee for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 38:23-2 and is not in excess of five (5) working days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Vicinage Chief Probation Officer or a duly designated subordinate.

#### ARTICLE XVI - In-Service Training

##### Section 1

The Vicinage Division of Human Resources shall furnish to the Association information on in-service training as the information is received.

Section 2

Principal probation officers shall be granted authority to participate in seminars and in-service training courses as they may be established by the Administrative Office of the Courts provided that such courses are timely scheduled and are considered to be appropriate and that there is no disruption of normal operations. Information on training seminars and courses sponsored by agencies other than the Administrative Office of the Courts that come to the attention of the department will be posted. Principal probation officers wishing to attend such seminars and courses will submit a request to the Vicinage Chief Probation Officer to be reviewed. With approval of the Vicinage Chief Probation Officer and the Assignment Judge, the selected principal probation officers may attend such seminars and courses. Determination as to reimbursement for all or part of the costs associated with approval attendance will be made by the Vicinage Chief Probation Officer and the Assignment Judge with appropriate consideration being given to budgetary provisions.

**ARTICLE XVII - Leaves of Absence**

The Judge may, for good reason, grant the privilege of a leave of absence without pay to any principal probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

**ARTICLE XVIII - Promotion**

Section 1

During the term of this Agreement each Principal Probation Officer II, upon receiving a promotion to Principal Probation Officer I, shall receive a salary increase of six percent (6%) or the minimum for the new position, whichever is greater.

Section 2

Any principal probation officer receiving a provisional appointment from the Judge to serve for an extended or indefinite period to a position higher than his/her permanent position, shall be entitled to and shall receive the award as set forth in Section 1 of this Article during the period of time served in that position.

**ARTICLE XIX - Meetings**

Representatives of the Association may meet with the Vicinage Chief Probation Officer as the representative of the Assignment Judge to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the other parties for their review prior to the scheduling of a meeting date.

**ARTICLE XX - Posting**

Section 1

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as result of the development or establishment of a new job classification, the Vicinage Chief Probation Officer shall have such vacancy prominently posted in the main office. At the time of the posting, the Vicinage Chief shall also provide the Association president with a copy of the posting notice.

## Section 2

The Vicinage Chief Probation Officer shall make employees aware of educational programs and conferences by posting such notices. A copy of said notice shall be issued to the Association president.

## **ARTICLE XXI - Liability**

Whenever an action is instituted against any employee for any act or omission arising out of, in the course of and within the scope of the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below. The County's obligation hereunder shall be limited to those cases in which:

1. In criminal action, the proceeding is dismissed or results in a final disposition in favor of the employee; and
2. The employee was acting in the discharge of duty imposed or authorized by law; and
3. The employee is a named defendant in a matter pending before a court of competent jurisdiction.

## **ARTICLE XXII - Management Rights**

### Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Assignment Judge and Management hereby reserve and retain unto themselves all the power, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules; and
7. To promulgate rules and regulations from time-to-time which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon

notification by the Vicinage Chief Probation Officer, which need not be in writing.

Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. They hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3

The Judge and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

Nothing contained in this Agreement shall operate to restrict the Judge and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

**ARTICLE XXIII - Policy on Civil Service**

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

**ARTICLE XXIV - Grievance Procedure**

Section 1 - Definition

The parties agree that a complaint or grievance of any principal probation officer relating to the interpretation, application or alleged violation of any provision of this Agreement is a contractual grievance subject to resolution utilizing Steps 1 through 3(b) of the appeal procedure, unless the law or applicable rules and regulations having the force and effect of law provide otherwise.

Claimed violations, misinterpretations or misapplications of rules or regulations, existing policies, orders, administrative decisions, or laws, affecting terms and conditions of employment are non-contractual grievances subject to resolution utilizing Steps 1 and 2 of the appeal procedure.

Section 2 - Appeal Procedure

Step 1

The grievance shall first be taken to the employee's immediate supervisor within thirty (30) working days from the date the grievant or the Association reasonably could have known that the

alleged violation took place. The supervisor shall make an effort to resolve the problem within ten (10) working days. Failure to respond within the allotted time shall allow the grievant to proceed to Step 2. At this level a complaint or grievance need not be in writing. If the grievant is not satisfied with the determination made at this level, within ten (10) working days of the supervisor's determination, the grievant must place the grievance in writing and submit to the Vicinage Chief Probation Officer or the grievance shall be considered abandoned. Upon agreement of both parties, this Step may be bypassed.

#### Step 2

The Vicinage Chief Probation Officer shall acknowledge receipt of the grievance and render a decision within fifteen (15) working days of its receipt. Failure to render a decision within the allotted time shall allow the grievant to proceed to Step 3. Only contractual grievances are appealable beyond this step. Within ten (10) working days of the determination of the Vicinage Chief concerning a contractual grievance, the grievant must notify the Vicinage Chief in writing of any desire to pursue the grievance further or it shall be considered abandoned.

#### Step 3

If the aggrieved officer is not satisfied with the decision of the Vicinage Chief, the aggrieved officer may choose to utilize one of the following two options for review of contractual grievances:

- (a) The officer may appeal to the Department of Personnel under the laws and rules governing the operation of that agency, or
- (b) He/She may appeal to the Assignment Judge or his designee in which case the decision of the Judge shall be final and binding and shall be rendered within forty-five (45) working days of the receipt of the grievance.

All contractual grievances and complaints that are related to judicial policy and/or the authority of the Superior Court Judges, Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under R.1:33-4 and R.1:34-4 and any other applicable statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled to such step to a representative of his/her own choosing or a bona fide member of the Association designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized by any dispute covered by the terms of such agreement.

#### **ARTICLE XXV -- Pledge Against Discrimination**

The provisions of this Agreement shall be applied equally to all probation officers without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation or Association activity.

**ARTICLE XXVI - Dues Deduction**

The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. This agreement by the Employer to deduct applies only to voluntary requests by employees for the deduction of Union Dues and is not an agreement to deduct a representation fee in lieu of such dues or Agency Shop payments. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice prior to the effective date of such change.

The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Vicinage Chief Probation Officer to be forwarded to the County Comptroller. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer or the County in reliance upon salary deduction authorization cards submitted by the Union to the Employer.

**ARTICLE XXVII - Federal and State Laws - Severability**

In the event any Federal or State Law or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

**ARTICLE XXVIII - Conclusiveness of Agreement**

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the rights of the parties to reopen discussion of any such issue, but only by the mutual consent and upon the happening of some unforeseen event.

**ARTICLE XXIX - Duration of Contract**

Section 1

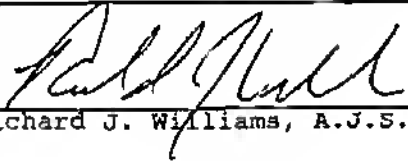
All provision of this Agreement shall be retroactive to January 1, 1992 and shall remain in full force and effect until December 31, 1993. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2


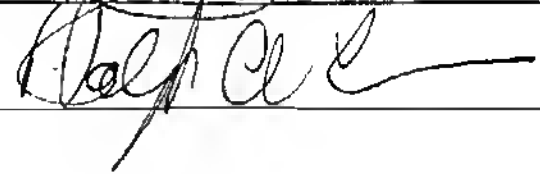
A written notice to terminate or modify this Agreement is required to be given at least ninety (90) days prior to December 31, 1993.

In witness of this Agreement, the parties to it have affixed their signatures this 20<sup>th</sup> day of FEB , 1992.

For the Judge

  
Richard J. Williams, A.J.S.C.

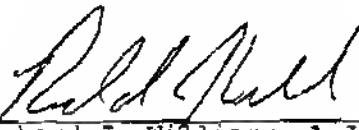
For the Association

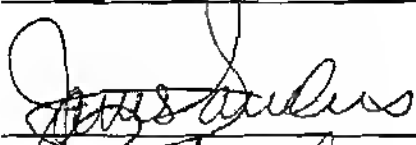

MEMORANDUM OF AGREEMENT

The undersigned parties agree that effective January 1, 1991, and retroactive to that date, each Principal Probation Officer employed by the Cape May Judiciary shall receive an increase of four and one-half percent (4.5%) added to his/her December 31, 1990 base salary.

For the Judiciary

  
Richard J. Williams, A.J.S.C.

For the Association

*FEBRUARY 20*  
Dated: *January*, 1992